

PERTH WILDCATS: TERMS & CONDITIONS

1 INTRODUCTION

The member acknowledges and agrees that their membership with the Perth Wildcats is subject to the terms of the Agreement and entitle the member to the rights and benefits described in these terms and conditions only. If a member does not agree to the terms of the Agreement, they must not purchase a membership with the Perth Wildcats. In addition, each member must comply with any rules and regulations imposed by the Venue on members from time to time.

2 DEFINITIONS

In these Terms & Conditions:

“Business Day” means a day that is not a Saturday, Sunday, or Public Holiday in the state of Western Australia

“Companion Card” means a card issued by the State or territory the card holder resides in, entitling the card holder, who requires attendant care support, to a second Membership for their companion at no charge.

“Finals Series” means any matches designated by NBL as a Perth Wildcats home finals match played at a Venue.

“Home Game” means any of the matches designated as a Perth Wildcats home game during the regular NBL Season and excludes any Finals Series games.

“Regular Season” means the period of each League season, as determined by the NBL, and usually commencing on or around September/October 2024 and ending on or around February.

“Non-Access Memberships” are a membership that does not provide in Venue game access to Perth Wildcats home games.

“Part Payment Plan” is an arrangement to pay a membership off in instalments, completed prior to the next season launch.

“Renewal Date” means the date we notify Members of the availability of renewal Memberships to be purchased for the next NBL Season.

“Venue” means RAC Arena, or any other stadium where a Perth Wildcats Home game is played.

3 MEMBERSHIP PURCHASE

3.1 Purchasing a membership (inc. new memberships)

- 3.2 When purchasing a membership, you are doing so without the knowledge of dates and times of the games being determined. No refunds will be offered if you are unable to make games due to scheduling.
- 3.3 Members may choose to join either online, over the phone or in person at the Team Store in Floreat.

- 3.4 After submitting an application and a payment of the membership fee has been made, the Perth Wildcats will send you a transaction summary via email once the membership has been processed. You must provide a valid primary email address upon applying to receive a transaction summary.
- 3.5 Memberships purchased after the first home game will be charge the prices on the 2024/25 Perth Wildcats Membership website and will be sold on a pro-rata basis thereafter.
- 3.6 The Perth Wildcats reserves their right not to accept any membership application form in its absolute discretion.
- 3.7 Subject to applicable law, once your Membership has been processed you are not entitled to a refund. You may request a refund in writing (email or post) and your request will be assessed by Perth Wildcats Management. Any refunds (full or partial) will be at the sole discretion of the Perth Wildcats Management. Please refer to section 20 of the Terms & Conditions.

4 Renewing Memberships

- 4.1 A Renewing Member is classified as anyone who held a 2023-24 Perth Wildcats membership.
- 4.2 Any seats previously allocated to 2023-24 Full Season Members will remain the members unless the member opts-out of the membership for the next season or upgrades/downgrades.

5 PRICES

- 5.1 All Prices include GST and any applicable NBL fees or levies.

6 MEMBERSHIP CLASSIFICATIONS

6.1 Adult

- 6.1.1 An adult is classified as any member aged 17 years or over.

6.2 Junior

- 6.2.1 A junior is classified as anyone who is 16 years of age or under (as of 1 October 2024). They are deemed a junior if the patron/member is born on or after 1 October 2008.
- 6.2.2 The Perth Wildcats do not provide, nor is it responsible for, the supervision of junior members if an adult/parent/guardian is not present at a home game.

6.3 Family Membership

- 6.3.1 A family membership includes 2 adults and 2 juniors (aged 16 years or under)

6.4 Stronger As One Membership

- 6.4.1 A Stronger As One membership does not allow access to home games played at the RAC Arena. This is a non-ticketed membership.

6.5 Full Season Membership

- 6.5.1 Full Season Memberships include reserve seating for all fourteen (14) home games played at the RAC Arena, this excludes final series games.

6.6 Flexi Membership

- 6.6.1 Flexi memberships entitles the member to a designated number of home games in the 2024/25 NBL home and away season as well as dependant on the membership package selected (Flexi 2,4, or 7 games). For example, a 4-game flexi member will have access to 4 games using one (1) ticket allocation per game or two (2) games using two (2) tickets per game.
- 6.6.2 Should a member not utilise all tickets as per their membership package, they are forfeited.
- 6.6.3 Unused tickets as per membership packages are not transferrable to finals series games or to the following season. They must be used in the regular 2024/25 NBL season.

6.7 Carer Membership

- 6.7.1 If a member has special needs, and holds a state issued companion card, the member is eligible to receive a second membership of the same category at no charge for use by a carer when attending with the paying member.
- 6.7.2 The companion card must be presented at the time of purchase, or a photo emailed to the Perth Wildcats Membership department to ensure validity.
- 6.7.3 This membership category is only available in Silver and Bronze categories.
- 6.7.4 The Companion Membership will be issued in the name of the Companion Card Holder.
- 6.7.5 The Companion Membership includes venue access and a seat at home games.

7 MEMBERSHIP PAYMENT

7.1 Annual Renewal Payment Plan (Auto-Renewal)

- 7.1.1 By agreeing to pay your membership on the part payment plan, you authorise the Perth Wildcats, or associated third parties, to debit from your nominated credit card or debit account as set out in your membership application form. Additional fees (including credit card fees) may apply.
- 7.1.2 The auto-renewal on the payment plans enables you to automatically renew your membership from season to season.
- 7.1.3 If you pay your membership fees by credit or debit card online, unless you opt out of the auto-renewal in accordance with direction issued by the Perth Wildcats from time to time, you authorise the Perth Wildcats to automatically renew your membership each season into the same seat and package and to deduct the applicable membership fees from the credit or debit card used to purchase your previous membership.
- 7.1.4 You acknowledge that membership fees may increase from season to season. The Perth Wildcats Membership team will provide reasonable prior notice of any changed to membership fees, with an option for you to opt out of the membership or auto-renewals prior to the membership automatically renewing.
- 7.1.5 If a category of membership is removed by the Perth Wildcats, the member will be required to purchase a new membership category and will be notified via email that they have the option to purchase in a new membership category.

- 7.1.6 If you participate in the auto-renewals, the Perth Wildcats Membership team will give notice before processing any renewal. This notice may be by email before the start of the next season renewal period. The Perth Wildcats Membership team may send additional notices or reminders during the renewal period. You will have until the end of the renewal period to advise the Perth Wildcats Membership team of any changes or upgrades you wish to make to your membership package, or to notify the Perth Wildcats Membership team that you would like to opt-out of the membership package. Strict timeframes apply during the renewal period. If you do not notify the Perth Wildcats Membership team that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.
- 7.1.7 By signing up to the payment plan, you authorise the Perth Wildcats to arrange a transfer of funds from the nominated credit or debit card in the amount applicable to your membership type, and at the intervals applied during the previous season.
- 7.1.8 If you would like to change the nominated credit or debit card from which payments are debited at any time, you will need to contact DebitSuccess on 1800 148 848 to request this change.

7.2 Part Payment Plan

- 7.2.1 Part Payment Plans incur the following additional fees and charges:
- 7.2.1.1 Administrative fee on each order (one off) - \$12.00
- 7.2.1.2 Credit Cards (Visa, MasterCard and Amex) - 3.75%
- 7.2.1.3 Reversal Fee (in the event of an unsuccessful payment attempt) - \$14.95
- 7.2.2 The administration fee will be debited on the day the membership is processed; every subsequent payment will be deducted on the 26th of the month. Should the 26th of any month fall on a weekend or public holiday, the instalment will be deducted on the next business day.
- 7.2.3 Instalments will be withdrawn monthly. Payments will be the total amount divided by the remaining months.
- 7.2.4 It is your responsibility to ensure that sufficient funds are available in your nominated account in order for payments to be processed. Any fees levied to you by your financial institution for a dishonoured payment will be payable by you. Any fees incurred by the Perth Wildcats for a dishonoured payment will be added to the next instalment.
- 7.2.5 The Perth Wildcats reserves the right to suspend or cancel your membership if on two consecutive occasions your payment cannot be processed due to insufficient funds in your nominated account. We will notify you in writing if we suspend or cancel your payment plan arrangement.
- 7.2.6 If your membership is suspended, your membership barcode will be blocked, and your membership entitlements will be suspended until such time that the overdue payments have been received.
- 7.2.7 If you believe that a payment has been withdrawn incorrectly, please contact the Perth Wildcats Membership Team on (08) 6272 0777.

- 7.2.8 You must advise DebitSuccess if you close your nominated account and supply them with a substitute account in order for your payments to continue.
- 7.2.9 We will keep your account and other financial institution details confidential. However, we may disclose these details: (a) If you consent in writing; or (b) To the extent required by law; or (c) For the purpose of this Agreement, for example, in relation to a payment dispute.

8 Upfront Payment

- 8.1 Members may pay in full via VISA, Mastercard, American Express, EFTPOS in the Team Store located in Floreat.

9 Transfer of Membership Cards

- 9.1 Perth Wildcats Members can transfer their membership (or individual game tickets) to a family member or friend providing that individual is at the equivalent level of entry. Junior Members who transfer their tickets to an adult will be refused entry into the venue.

10 Membership On-Selling

- 10.1 Perth Wildcats Membership cards or individual match tickets may not, without prior written consent of the Perth Wildcats, be on-sold (including buy and sell platforms) either by the original purchaser or any subsequent bearer.
- 10.2 Perth Wildcats Membership cards or individual match tickets may not, without prior written consent of the Perth Wildcats, be used for commercial purposes (including advertising, promotion, competitions, and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or subsequent bearer.
- 10.3 The Perth Wildcats bears the right to cancel without refund, any ticket which is deemed to be in breach of conditions 10.1 or 10.2. The bearer of the ticket may subsequently be refused admission. Further penalties will apply (including cancellation of any offending member's Perth Wildcats Membership without a refund).

11 Membership Seating

- 11.1 At the Perth Wildcats discretion, reserved seat members can be moved within their block, without prior consent from the member, to assist with seating requests and or to bring single seats or a group of seats together.
- 11.2 Members will not be allocated into a seating location if this will result in a single seat being left in the row. The club will attempt to contact members where possible.

12 Flexi and Interstate Supporter Members

12.1 Flexi Memberships

- 12.1.1 Entitles the holder to entry and bronze level seating for up to two (2), four (4) or seven (7) tickets to a Perth Wildcats 2024/25 NBL Season match/es of their choice. Tickets are available for redemption through Ticketek and are subject to availability.
- 12.1.2 Flexi members have access to bronze level seating at the RAC Arena, as nominated by the club and membership type. It is recommended that members reserve their seats to games as early as possible. Ticketek handling fees may apply.

- 12.1.3 Seat upgrades may be purchased through Ticketek upon redemption. This is also subject to availability. Additional fees and charges will apply.
- 12.1.4 All tickets included in the membership type MUST be used in the regular 2024/25 NBL season and tickets are NOT transferable to the following season or available to use for any finals series games should the Perth Wildcats qualify for finals this season.

12.2 Interstate Supporter Members

- 12.2.1 Interstate Supporter members will be emailed a ticket order form to select the games they wish to go to in their respective states or closest city.
- 12.2.2 The Perth Wildcats membership team MUST have the ticket order form submitted 14 days prior to your selected game to issue the tickets. Please email membership@wildcats.com.au with any questions you might have.
- 12.2.3 For tickets requested at the **State Basketball Centre** in Melbourne, the Perth Wildcats membership team MUST have the ticket order form submitted 21 days prior to the game. This is because the capacity of the State Basketball Centre is significantly lower than John Cain Arena and we cannot guarantee that we will be able to meet your request due to capacity.
- 12.2.4 All tickets included in the membership type MUST be used in the regular 2024/25 NBL season and are NOT transferable to the following season or available to use for any finals series games played in an Interstate members respective state should the Perth Wildcats qualify for finals this season.

13 Finals Ticketing

- 13.1 Finals tickets are not included in any Perth Wildcats membership categories.
- 13.2 Should the Perth Wildcats qualify to play in the 2024-25 NBL Finals Series, all members will receive pre-sale access to purchase tickets to home games via Ticketek.
- 13.3 The pre-sale information will be communicated to members upon confirmation of the Perth Wildcats qualification to play finals.

14 Membership Cards

14.1 Lost Cards

- 14.1.1 Membership cards that have been lost or stolen must be immediately reported to the Perth Wildcats Membership team.
- 14.1.2 Should the replacement card not be available for the next home game, the member can send a ticket version of the barcode by email from the Memberlink account. Otherwise, the member can visit the Perth Wildcats Membership team at the box office on game days. The box office is located out the front of the RAC Arena, to the left of the main doors.

15 Membership Communications (inc. Member Personal Details)

- 15.1 By purchasing a membership, you agree to be added to the Perth Wildcats electronic database and to receive information relating to the Perth Wildcats; be contacted by the Perth Wildcats regarding any services, offers or special promotions that are associated with, endorsed, or approved by the Perth Wildcats.

- 15.2 All Members must take responsibility for updating their personal details so the Perth Wildcats can communicate with them effectively.
- 15.3 The Perth Wildcats hold no responsibility for a member's failure to update their personal details.

16 Member Code of Conduct

- 16.1 The Perth Wildcats or its stakeholders may, in their absolute discretion:
 - 16.1.1 conduct searches of Patrons for any items which are prohibited by law or prohibited by these Conditions of Entry; and/or
 - 16.1.2 request identification from a Patron where the Manager or its agents reasonably suspect the Patron is contravening these Conditions of Entry; and/or
 - 16.1.3 photograph a Patron for future identification purposes where the Manager or its agents reasonably suspect the Patron is contravening these Conditions of Entry; and/or
 - 16.1.4 confiscate any items prohibited by these Conditions of Entry or used to facilitate a breach of these Conditions of Entry.
- 16.2 A patron must not engage in courtsiding or the transmission of match data in any format, including the services performed by data scouts, data journalists, data commentators, etc without the express written consent of Basketball Australia.
- 16.3 Any person suspected of engaging in this conduct will be asked to leave the venue immediately and have their personal information submitted to Basketball Australia. For more information, please refer to Basketball Australia's Courtsiding Policy (<http://australia.basketball/integrity>).
- 16.4 The Perth Wildcats reserves the right to refuse admission to, or eject from, the Venue without compensation, any patron whose conduct is, or is deemed by the Perth Wildcats or its stakeholders, to contravene these Conditions of Entry.
- 16.5 A patron who breaches these Conditions of Entry may be denied access to or evicted from the Venue and/or be banned from attending future events at the Venue.
- 16.6 A patron may be asked for identification for the purpose of enforcing these Conditions of Entry, including prosecution or other law enforcement purposes.

17 Venue Rules

- 17.1 Perth Wildcats members must act in accordance with the RAC Arena Code of Conduct at all times for the benefit of all patrons.
- 17.2 The RAC Arena's Conditions of Entry can be found at the following link: <https://www.racarena.com.au/Conditions-Of-Entry>

18 Cancellation Policy and Refunds

- 18.1 Once a membership has been purchased, the Perth Wildcats are under no obligation to agree to a cancellation and refund, subject to the provisions of the Australian Consumer Law.
- 18.2 Requests for cancellations and refunds may only be considered in exceptional circumstances, or where the Australian Consumer Law applies.

- 18.3 All applications for cancellation and refunds are to be made in writing and addressed to: Perth Wildcats Membership Department – membership@wildcats.com.au.
- 18.4 In the event a cancellation and refund is granted, the following will apply:
- 18.4.1 All membership cancellations incur a \$50 processing fee per member. Table 1 shows the percentage of refund provided depending on the date the request is made.
- 18.4.2 For memberships that have been paid in full, the refund amount will be based on the table below. After October 1, 2024, no refunds will be granted.
- 18.4.3 For memberships on the part payment plan, these can be cancelled up until 1 October and unpaid instalments will be cancelled and paid instalments will not be refunded.

19 Late Payment Policy

20 Errors and Omissions

- 20.1 While every care is taken by the Perth Wildcats to ensure that the most accurate information is presented on the website, including pricing, there may be some rare occasions where the information presented is incorrect.
- 20.2 Accordingly, to the extent available at law, the Perth Wildcats reserves the absolute right to not process or any memberships that may have been obtained with the wrong information.
- 20.3 Before the Perth Wildcats can exercise this right, the Perth Wildcats must notify the affected person of the errors or omissions together with all necessary information to evidence that the information contained on the website is incorrect.

21 Privacy Policy

- 21.1 Perth Wildcats members consent the NBL to access their personal information.

Appendix.

Table 1. Amount refunded dependent on date request is made.

Date Refund Requested	Percentage of Refund
On or before 14 July	90%
On or before 14 August	80%
On or before 14 September	70%
On or before 1 October	60%